

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF HENDRICKS )

IN THE HENDRICKS CIRCUIT COURT

AVC NO. 01-024

IN RE: BOBBY ORR & JOE ORR,       )  
      individually and doing business as       )  
      B & J BLACK TOP PAVING,       )  
  )  
  )  
      Respondent.                        )

MISCELLANEOUS DOCKET  
NO. 32 CO 1 0105 MI

FILED  
CLERK OF HENDRICKS COUNTY  
01 MAY - 8:41 8:32  
*Sharon Dugan*

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General David A. Paetzmann, and the Respondents, Bobby Orr and Joe Orr, individually and doing business as B & J Black Top Paving, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondents are individuals engaged in home improvement work in Boone County, with a principal place of business at P.O. Box 854, Plainfield, Indiana, 461687.
2. The terms of this Assurance apply to and are binding upon Respondents, their employees, agents, representatives, successors, and assigns.
3. Respondents acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Respondents agree, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondents agree that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. Respondents agree, pursuant to Ind. Code §24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to make a down

payment, the Respondents must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondents agree, pursuant to Ind. Code §24-5-11-12, that Respondents shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates the Respondents and each consumer executed the contract.

7. Respondents, in soliciting and/or contracting with consumers, agree to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

8. Respondents agree to refrain from conducting any home improvements until they have first obtained all necessary licenses and building permits required by law.

9. Respondents, in soliciting and/or contracting with consumers, agree to fully comply with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

10. Upon execution of this Assurance, Respondents shall pay costs in the amount of Three Hundred and 00/100 Dollars (\$300.00) to the Office of the Attorney General.

11. Respondents shall not represent that the Office of the Attorney General approves or endorses Respondents' past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. Respondents shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

13. The Office of the Attorney General shall file this Assurance with the Circuit Court of Hendricks County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 25 day of April, 2001.

STATE OF INDIANA

STEVE CARTER  
Attorney General of Indiana

By: [Signature]  
David A. Paetzmann  
Deputy Attorney General  
Atty. No. 6392-23

Office of Attorney General  
402 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 232-3442

RESPONDENTS

BOBBY ORR & JOE ORR, individually and doing  
business as B & J BLACK TOP PAVING

[Signature]  
Bobby Orr

[Signature]  
Joe Orr

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**FILED**

**MAY - 8 2001**

[Signature]  
JUDGE HENDRICKS CIRCUIT COURT

[Signature]  
Judge, Hendricks County Circuit Court

SS2025293